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ADDENDUM NO. 1
July 3, 2023

Taxiway A Reconstruction – Phase 3
Duluth International Airport (DLH)
Duluth, Minnesota
City of Duluth No. 23-4409
AIP No. 3-27-0024-074-2022
SP No. A6901-205
SEH No. DULAI 168804

From: Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over and become part of the original bidding documents dated June 13, 2023 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of the attached Pre-Bid Meeting Minutes, revised bid form reflected in BidExpress, revisions to specifications, and revisions to drawings.

Contractors shall be aware of upcoming Addendum No. 2, that will be posted on Thursday, July 6. Primary components of Addendum No. 2 will address revisions to proposed airfield signage and inclusion of installation of an electrical panel at the electrical vault facility.

Changes to Bidding Requirements:

1. Document 00 21 13 – Instructions to Bidders: Article 6 “Pre-Bid Conference.” See the attached Pre-Bid Meeting minutes summarizing the Pre-Bid Conference meeting discussion.
2. Document 00 41 00 – Bid Form: The bid form has been revised to reflect updated project quantities and revised bid item descriptions. The Bid Form is updated in BidExpress.
3. Document 00 52 00 – Standard Form of Agreement: This document has been revised to adjust the construction start date to May 21, 2024, including the resulting adjustment to substantial completion dates for the respective phases of project construction. DELETE in its entirety and REPLACE with attached updated specification.

Changes to Appendices:

4. Appendix J – MnDOT DBE Special Provisions – DELETE in its entirety and REPLACE with the attached updated appendix.
 - Clarified DBE Goal of 8.5% for this project.

Changes to Drawings:

5. Drawing G0.01 Table of Contents – Sheet C8.02 is renamed as follows: “Pavement Marking Demolition”, intended to be included in Base Bid construction scope.
6. Drawing G2.00 Phasing Plan – Phase 3A & 3A-1: Construction Schedule notes in lower right corner are revised as follows:
 - a. All work shall be completed in a 146 calendar day schedule starting – May 21, 2024
 - b. Phase 3A – May 21 through July 29, 2024 (70 calendar days)

7. Drawing G2.02 Phasing Plan – Phase 3B: Construction Schedule note in lower right corner is revised as follows:
 - a. All work shall be completed in a 146 calendar day schedule starting – May 21, 2024
8. Drawing G2.04 Phasing Plan – Phase 3C: Construction Schedule note in lower right corner is revised as follows:
 - a. All work shall be completed in a 146 calendar day schedule starting – May 21, 2024
9. Drawing G2.06 Phasing Plan – Phase 3D: Construction Schedule note in lower right corner is revised as follows:
 - a. All work shall be completed in a 146 calendar day schedule starting – May 21, 2024
10. Drawing G2.08 Phasing Plan – Phase 3E & 3E-1 (Alt Bid): Construction Schedule note in lower right corner is revised as follows:
 - a. All work shall be completed in a 146 calendar day schedule starting – May 21, 2024
11. Drawing G5.03 Statement of Estimated Quantities - Schedule A – Quantity and Bid Item Description Updates and inclusion of SEQ Notes. DELETE in its entirety and REPLACE with the attached revised drawing.
12. Drawing G5.04 Statement of Estimated Quantities - Schedule B – Quantity and Bid Item Description Updates and inclusion of SEQ Notes.. DELETE in its entirety and REPLACE with the attached revised drawing.
13. Drawing C1.02 Typical Section - Txy C & Txy C (Alt Bid) (South of Taxiway A) – Typical section note regarding taxiway shoulder pavement revised to read as follows: “6” P-209 Crushed Aggregate Base Course (Typ.)”. DELETE in its entirety and REPLACE with the attached revised drawing.
14. Drawing C1.03 Typical Section – Taxiways C3 and C4 (Base & Alt Bid) – Typical section note regarding taxiway shoulder pavement revised to read as follows: “6” P-209 Crushed Aggregate Base Course (Typ.)”. DELETE in its entirety and REPLACE with the attached revised drawing.
15. Drawing C8.01 Pavement Marking Demolition – Plan revised to reflect additional pavement marking demolition at the Runway 3-21 hold line along Taxiway A. DELETE in its entirety and REPLACE with the attached revised drawing.
16. Drawing C8.02 Pavement Marking Demolition (Alt Bid) – Plan sheet renamed to “Pavement Marking Demolition”, intended to be included in Base Bid construction scope.
17. Drawing C8.06 Pavement Marking Plan – Taxiway A – Plan reflects revised runway holding position markings. DELETE in its entirety and REPLACE with the attached revised drawing.
18. Drawing C8.07 Pavement Marking Plan – Taxiway C – Plan reflects revised runway holding position markings. DELETE in its entirety and REPLACE with the attached revised drawing.
19. Drawing C8.09 Pavement Marking Plan – Taxiway C (Alt Bid) – Plan reflects revised pavement markings for Airfield Service Road. DELETE in its entirety and REPLACE with the attached revised drawing.

Attachments:

Pre-Bid Meeting Minutes
Updated Bid Form reflected in BidExpress
Updated Specifications
Updated Drawings

Note: Receipt of this Addendum No.1, dated July 3, 2023 shall be acknowledged on [BidExpress](#). Failure to do so will not allow Bidder to submit Bid.

END OF ADDENDUM



Building a Better World
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PRE-BID MEETING MINUTES

RE: Taxiway A Reconstruction Phase 3
Duluth International Airport (DLH)

Date of Meeting: Wednesday, June 21, 2023

Project Manager: Jarrod Nelson

Time of Meeting: 2:00 p.m.

SEH No.: DULAI 168804 16.00

Location of Meeting: Virtual MS Teams

Attendees: [See attached attendance roster](#)

The following items are to be discussed at the above referenced meeting:

I. Project Representatives

- A. Owner Representatives – Duluth Airport Authority
 1. Mark Papko – DAA, Director of Operations
 2. Ryan Welch – DAA, Airside Manager
 3. Matt Snell – DAA, Public Safety Manager
 4. Paul Sinnot – DAA
- B. Engineer Representative – Short Elliott Hendrickson, Inc.
 1. Shawn McMahon, PE (MN, WI, IA, SD) – SEH, Project Principal, 651.925.7541
 2. Jarrod Nelson, PE (MN, IA, ND, SD) – SEH, Project Manager, 651.325.8161
 3. Allison Andrashko, EIT – SEH, Project Engineer, 507.261.7617
 4. Andy Loftus, PE (MO), LEED AP – Burns & McDonnell, Electrical Project Manager
 5. Derek Bruemmer, EIT – Burns & McDonnell

II. Project Information

- A. [Please send all bid questions via email to: jnelson@sehinc.com](mailto:jnelson@sehinc.com)
- B. Project Documents: Bidding Documents are available to view and download at no cost as www.bidexpress.com. Bidders must create a free account with Bid Express®; and login to search for city projects (search by “City of Duluth” or bid number). Bids will only be received electronically through Bid Express®.
- C. Project Award: Project award will be based upon overall lowest cost and available funding at the time of bid opening.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- D. Please review **Article 3 – Qualifications of Bidders** included in Instructions to Bidders of the Project Manual for required documents to be submitted during the bid
1. Bid Surety (5%), Bid Item Prices, Acknowledgement of Addenda, Declaration of Non-Collusion, Responsible Contractor Verification & Cert. of Compliance, and First Tier Subcontractor List.
 2. Within 72 hours of bid opening, to remain in consideration for project award, additional listed forms are required to be submitted to:
jnelson@sehinc.com
 3. See Article 25 regarding DBE utilization requirements. DBE Form Exhibit B to be submitted on Bid Express.

Major Items of Work Include:

Taxiway A Reconstruction Phase 3:

16,000 SY 13-inch P-501 PCC, 14,000 tons bituminous pavement (State Spec., P-401 and P-403 mixes), 70,000 CY excavation, 10,000 CY P-209 crushed aggregate base, 25,000 CY P-154 granular borrow, pavement marking, turf restoration, airfield lighting and signage, airfield circuitry and conduit, concrete-encased duct bank, 6,000 LF storm drain pipe with inlets, and 7,000 LF drain tile.

- E. Anticipated Project Schedule:
1. Receive Bids: July 11, 2023
 2. Anticipated Contract Award: August 2023
 3. Anticipated Start of Construction: May 20, 2024 (146 Calendar Days)
 - a. Construction to commence after 2024 DLH Airshow (May 17-19, 2024)
 4. Anticipated Substantial Completion: October 12, 2024
- F. Phasing (See Construction Safety Plan Sheet):
1. Phase 3A, Phase 3A-1, and Phase 3B work shall be complete in 70 calendar days, substantially complete by July 28, 2024.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3A-1 construction to a period of 14 calendar days.

Phase 3B construction requires that Runway 9/27 shall be closed for 60 consecutive hours for this phase upon approval from the DAA and other closures of Runway 9/27 for this phase shall be performed in 7 night closures approved by the DAA.
 2. Phase 3C and Phase 3D work will start following the completion of Phase 3A, Phase 3A-1, and Phase 3B work, and shall be complete in 38 calendar days, achieving substantial completion by September 4, 2024.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3D construction to a period of 14 calendar days.
 3. Phase 3E and Phase 3E-1 work will start following the completion of Phase 3C and Phase 3D work, and shall be complete in 38 calendar days, achieving substantial completion by October

12, 2024. Phase 3E and Phase 3E-1 work is considered the Bid Alternate portion of project work.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3E-1 construction to a period of 14 calendar days.

- G. Airport Security:
 - 1. Bidders must thoroughly examine Project Documents for security related requirements.
 - 2. Airport shall remain in full operation during construction except where required for project specific closures
 - 3. Airfield Safety and Security Training will be held at scheduled times, where the following topics will be discussed:
 - a. Project Signage for Haul Routes and Site Access
 - b. Procedure for Receipt of Deliveries
 - c. Airfield and Site Security
 - d. Badging Requirements
 - 4. Failure to comply with safety and phasing plans that results in a runway incursion or vehicle deviation will result in a penalty of \$1,000. Security violations could result in a penalty of up to \$10,000 per occurrence.
 - 5. Contractor is required to hire a third-party Professional Security Firm, for which DAA approval of security firm is required prior to contract award.

- H. Access and Haul Routes
 - 1. Radio escort required across Tower Ramp to control traffic. No additional compensation will be made for hauling delays due to aircraft traffic.

- I. Staging and Storage
 - 1. Contractor can pre-position equipment for project start, but no contractor presence at airport during DLH Airshow.

- J. Quality Control Plan Required

III. **Contract Requirements**

- A. Construction Staking – Contractor’s Responsibility

- B. Quantity surveys are required to be submitted for payment. As-built survey data to be collected and forwarded to Engineer. See Field Engineering in project manual.

- C. Disadvantaged Business Enterprise – DBE Goal of 8.5%

- D. Wage Rates
 - 1. Equal Employment Opportunity (EEO)
 - 2. State and Federal prevailing wage rate requirements

- E. Buy American Certification

- F. Permits
 - 1. City of Duluth Stormwater permit
 - a. Paid for by the contractor.
 - 2. NPDES permit

- a. Paid for by the contractor.
3. City of Duluth Haul Route Application
 - a. Paid for by the contractor.
4. City of Duluth Grading Permit
 - a. Paid for by the contractor.

IV. **Project Work**

A. General Scope

1. Batch Plant Setup – Mobilization Limited to 10% of total cost
2. Installation of Traffic Control Devices/Signage and Barricades
3. Covering of existing airfield taxiway and runway signs
4. Erosion Control BMP installation

B. Civil Scope

1. Pavement, Earthwork and Storm Sewer System Removals
2. Storm Sewer/Drain Tile Construction
3. Pavement Construction
4. Striping
5. Seeding and Hydromulching

C. Electrical Scope

1. Removal of existing taxiway edge lighting and signage
2. Existing utilities – locate, flag, and protect existing utilities. Pull back, protect, and reconnect existing cable. Reconstruction required for designated utilities. Fall 2023 airfield site potholing information will be provided to contractor.
3. Installation of new lighting, signage, and circuitry.
4. Routing of new circuit homerun duct banks and installation of new handholes adjacent to existing circuit homerun duct bank. Temporary jumpers required for construction phasing are considered incidental to mobilization. Existing circuit homerun duct bank to be demolished upon cutover of new homerun circuitry.
5. FAA coordination required to perform select portions of utility work – FAA will be reviewing plans after bidding
6. Detailed Schedule and Phasing Submittal Required

D. Restoration

1. Locations: disturbed areas, storage areas, haul roads
2. Restored to equal or better conditions

V. **Addendum**

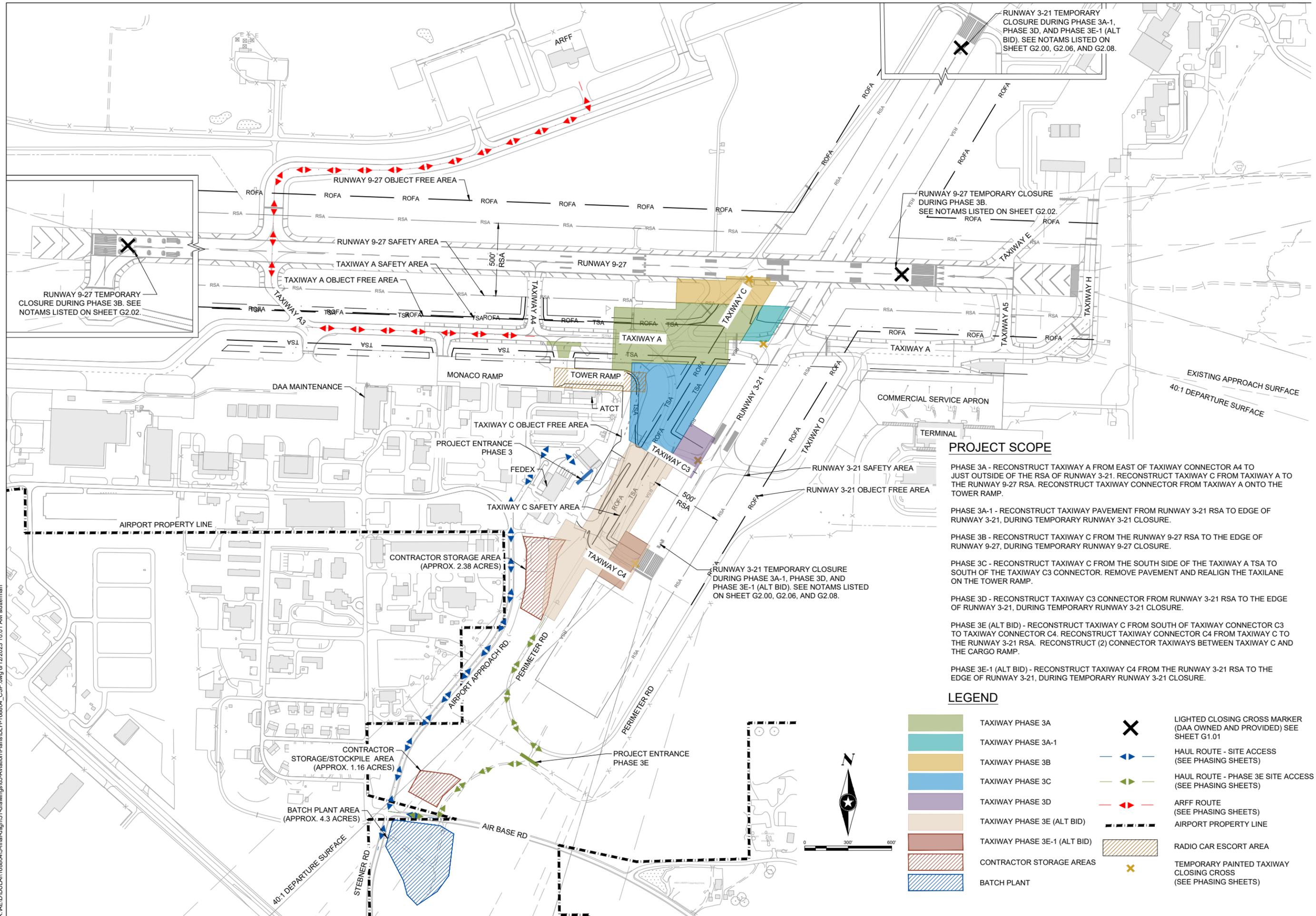
A. Addendum items anticipated to include:

1. Pre-Bid Meeting Minutes
2. Adjustment to proposed airfield signage
3. Inclusion of electrical panel installation at electrical vault facility

VI. **Questions**

- ##### A. Project Site Visit: Contact Jarrod Nelson to set up site visit: jnelson@sehinc.com or 651-325-8161

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PROJECT SCOPE

PHASE 3A - RECONSTRUCT TAXIWAY A FROM EAST OF TAXIWAY CONNECTOR A4 TO JUST OUTSIDE OF THE RSA OF RUNWAY 3-21. RECONSTRUCT TAXIWAY C FROM TAXIWAY A TO THE RUNWAY 9-27 RSA. RECONSTRUCT TAXIWAY CONNECTOR FROM TAXIWAY A ONTO THE TOWER RAMP.

PHASE 3A-1 - RECONSTRUCT TAXIWAY PAVEMENT FROM RUNWAY 3-21 RSA TO EDGE OF RUNWAY 3-21, DURING TEMPORARY RUNWAY 3-21 CLOSURE.

PHASE 3B - RECONSTRUCT TAXIWAY C FROM THE RUNWAY 9-27 RSA TO THE EDGE OF RUNWAY 9-27, DURING TEMPORARY RUNWAY 9-27 CLOSURE.

PHASE 3C - RECONSTRUCT TAXIWAY C FROM THE SOUTH SIDE OF THE TAXIWAY A TSA TO SOUTH OF THE TAXIWAY C3 CONNECTOR. REMOVE PAVEMENT AND REALIGN THE TAXILANE ON THE TOWER RAMP.

PHASE 3D - RECONSTRUCT TAXIWAY C3 CONNECTOR FROM RUNWAY 3-21 RSA TO THE EDGE OF RUNWAY 3-21, DURING TEMPORARY RUNWAY 3-21 CLOSURE.

PHASE 3E (ALT BID) - RECONSTRUCT TAXIWAY C FROM SOUTH OF TAXIWAY CONNECTOR C3 TO TAXIWAY CONNECTOR C4. RECONSTRUCT TAXIWAY CONNECTOR C4 FROM TAXIWAY C TO THE RUNWAY 3-21 RSA. RECONSTRUCT (2) CONNECTOR TAXIWAYS BETWEEN TAXIWAY C AND THE CARGO RAMP.

PHASE 3E-1 (ALT BID) - RECONSTRUCT TAXIWAY C4 FROM THE RUNWAY 3-21 RSA TO THE EDGE OF RUNWAY 3-21, DURING TEMPORARY RUNWAY 3-21 CLOSURE.

LEGEND

- | | | | |
|--|------------------------------|--|---|
| | TAXIWAY PHASE 3A | | LIGHTED CLOSING CROSS MARKER (DAA OWNED AND PROVIDED) SEE SHEET G1.01 |
| | TAXIWAY PHASE 3A-1 | | HAUL ROUTE - SITE ACCESS (SEE PHASING SHEETS) |
| | TAXIWAY PHASE 3B | | HAUL ROUTE - PHASE 3E SITE ACCESS (SEE PHASING SHEETS) |
| | TAXIWAY PHASE 3C | | ARFF ROUTE (SEE PHASING SHEETS) |
| | TAXIWAY PHASE 3D | | AIRPORT PROPERTY LINE |
| | TAXIWAY PHASE 3E (ALT BID) | | RADIO CAR ESCORT AREA |
| | TAXIWAY PHASE 3E-1 (ALT BID) | | TEMPORARY PAINTED TAXIWAY CLOSING CROSS (SEE PHASING SHEETS) |
| | CONTRACTOR STORAGE AREAS | | |
| | BATCH PLANT | | |

3535 MADIAE CENTER DR
FAYETTEVILLE, AR 72717
TEL: 870.345.2100
FAX: 870.345.2150
WWW.SEHINC.COM

SEH

HEREBY CERTIFY THAT THE PLAN, SPECIFICATION OR CONTRACT DOCUMENTS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jared R. Nelson
Jared R. Nelson, P.E.
DATE: JUNE 13, 2023 LICENSE NO: 28794

DULUTH INTERNATIONAL AIRPORT (DLH)
TAXIWAY A
RECONSTRUCTION - PHASE 3
DULUTH, MINNESOTA

MARK	DATE	DESCRIPTION	REVISIONS

DULAI_168804
STATE PROJECT NO. A6901-205
ISSUE DATE: JUNE 13, 2023
DESIGNED BY: JRN
DRAWN BY: SB
Sheet Elicit Hendrickson, Inc. © (SEH)
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SHEET TITLE
CONSTRUCTION
SAFETY PLAN

SHEET
G1.00
Page 4 of 208

PRE-BID MEETING ATTENDANCE - TAXIWAY A RECONSTRUCTION - PHASE 3

Name	Email
Mark Papko	mpapko@duluthairport.com
Ryan Welch	Rwelch@duluthairport.com
Tom Werner	twerner@duluthairport.com
Shawn McMahon	smcmahon@sehinc.com
Jarrod Nelson	jnelson@sehinc.com
Allison Andrashko	aandrashko@sehinc.com
Loftus, Andrew (Andy)	aloftus@burnsmcd.com
Bruemmer, Derek	dbruemmer@burnsmcd.com
Michael Zanella	mzanella@terrellmaterials.com
Brad Mattson	bmattson@shafercontracting.com
Nick Sterner	nicksterner@amesco.com
Jeff Fye	jefffye@amesco.com
Beth Safranski	Ames
Ben Mattson	Shafer
Tory George	Parsons Electric

DOCUMENT 00 52 00

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the Duluth Airport Authority
(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Taxiway A Reconstruction – Phase 3.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Reconstruction of portions of Taxiway A and Taxiway C, and associated connecting taxiway pavements.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. All work shall be substantially complete in 146 calendar days from start of construction. Construction is scheduled to commence on May 21, 2024. No construction or contractor access to the project site will be allowed during the DLH Airshow event on May 17-19, 2024. Final Completion, addressing all punch list items, shall be achieved 15 days after substantial completion is achieved.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 – Phase 3A, Phase 3A-1, and Phase 3B work shall be complete in 70 calendar days, substantially complete by July 29, 2024.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3A-1 construction to a period of 14 calendar days.

Phase 3B construction requires that Runway 9/27 shall be closed for 60 consecutive hours for this phase upon approval from the DAA and other closures of Runway 9/27 for this phase shall be performed in 7 night closures approved by the DAA.

2. Milestone 2 - Phase 3C and Phase 3D work will start following the completion of Phase 3A, Phase 3A-1, and Phase 3B work, and shall be complete in 38 calendar days, achieving substantial completion by September 5, 2024.

Addendum No. 1

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3D construction to a period of 14 calendar days.

3. Milestone 3 – Phase 3E and Phase 3E-1 work will start following the completion of Phase 3C and Phase 3D work, and shall be complete in 38 calendar days, achieving substantial completion by October 13, 2024. Phase 3E and Phase 3E-1 work is considered the Bid Alternate portion of project work.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3E-1 construction to a period of 14 calendar days.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$3000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1, 2, and 3 until Milestones 1, 2, and 3 are achieved.
 4. **For any delayed re-opening of a closure of Runway 9/27, Contractor shall pay Owner \$1000.00 for each hour that Runway 9/27 remains closed beyond the planned closure window established by the DAA.**
 5. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, Supplementary Conditions, and Section 90, *Measurement and Payment*. Payments will be due 30 days after approval.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.

- 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

Addendum No. 1

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) percent per annum.

6.05 *Electronic Payment Requests*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 27 of Document 00 21 13 Instructions to Bidders – Electronic Payment Requirements.
- B. Contractor delay in submitting forms in **Appendix I** to the Sponsor shall negate the Contractor's right to collect interest as referenced in Section 6.04 until the issue is resolved.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
 - 2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
 - 3. Performance Bond (Document 00 61 13).
 - 4. Payment Bond (Document 00 61 14).
 - 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
 - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. The Drawings listed in the index located on Drawing Sheet *G0.01 – Table of Contents*.
 - 9. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
 - c. Certificate of Insurance.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid

Addendum No. 1

or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Addendum No. 1

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

Duluth Airport Authority

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

Appendix J

MnDOT DBE Special Provisions

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number:	This contract uses the following project delivery method:
This contract will be solicited and administered by: <input type="checkbox"/> The Minnesota Department of Transportation (MnDOT) <input checked="" type="checkbox"/> A local governmental unit	<input checked="" type="checkbox"/> Design-bid-build (DBB) <input type="checkbox"/> Design-build (DB) <input type="checkbox"/> Construction Manager/General Contractor (CM/GC) <p style="text-align: center;">OR</p> <input type="checkbox"/> This is a professional-technical (PT) services contract

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder’s obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder’s compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Ensure that the DBE program is narrowly tailored,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

Application and Interpretation. Terms must be interpreted as follows:

- “Responder” refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- “Proposal” includes a bid, proposal or price proposal.

- “CRL” refers to AASHTOWare Project Civil Rights and Labor. For additional information about CRL, see **Attachment 5**.

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following link:

<http://mnucp.metc.state.mn.us/Default.aspx>

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. A firm must be certified prior to contract execution in order to qualify for credit toward the DBE goal.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C.02) apply to statements and certifications the responder makes in connection with the DBE program.

Before Contract Award

DBE Goal

The DBE goal for this project is 8.5%. or Race/Gender Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in **Table A** in the time specified in **Table B**. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responder’s efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responder’s bid.

Race/Gender Neutral Goal

If the DBE goal is Race/Gender Neutral (RGN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with an RGN goal.** While DBE participation is encouraged on proposals with an RGN goal, responders are not required to submit GFE documentation specified in **Table A, other than a bidders list (parts D and E of Exhibit B, the GFE Consolidated form)**. Payment information described in **Table C** is required on **all projects**.

DBE Credit

DBE work may be counted toward the DBE goal for any of the following activities:

- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically sixty percent of the supplier’s contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE (this requires approval from OCR before bid opening), or
- using DBEs for other services specifically approved by OCR before bid opening.
- If the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. **Attachment 1** describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.

Table A – What to Submit to MnDOT	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input checked="" type="checkbox"/> Construction Contract administered by local governmental unit <input type="checkbox"/> PT contract administered by MnDOT or local governmental unit
IF THE DBE GOAL IS MET	IF THE DBE GOAL IS MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, and I of the GFE consolidated form • The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts E of the GFE consolidated form. 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, and I of the GFE consolidated form
IF THE DBE GOAL IS NOT MET	IF THE DBE GOAL IS NOT MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, F, G, H and I of the GFE consolidated form • The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out part E of the GFE consolidated form. • Any additional information that will help explain the responder’s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal) 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form • Any additional information that will help explain the responder’s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal)

Table B – When and How to Submit Information to MnDOT	
<input checked="" type="checkbox"/> Design-bid-build	<input type="checkbox"/> Professional-technical
<p><u>Date and Time</u> The submission due date is the 5th calendar day after the bid due date. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the bids are due.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><u>Date and Time</u> The submission due date is the 5th calendar day after the successful responder is notified by MnDOT. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the date of the successful responder letter/email issued by MnDOT.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>
<input type="checkbox"/> Construction Manager/General Contractor	<input type="checkbox"/> Design-build
<p><u>Date and Time</u> The submission due date is the letting date. Documentation is due before 4:30 PM Central Time on the letting date. Subsequent bid packages are due no later than 4:30 PM on the fifth calendar day following the letting of that bid package.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><u>Date and Time</u> The submission due date is 9:30AM on the Price Proposal due date. Documentation is due no later than 9:30AM on the Price Proposal due date.</p> <p><u>Format and Location</u> See the Design-Build “Instructions to Proposers” for format and location delivery specifics.</p>
On All Projects	
If the date the responder’s submission is due is a Saturday, Sunday, federal holiday, or Minnesota state holiday, the documentation is due on the next calendar day that is not a Saturday, Sunday, federal holiday, or Minnesota state holiday.	
The responder may submit a written request for an extension from the Director of MnDOT Office of Civil Rights for good cause shown. However, until the responder receives written approval of their request, the due date for its submission remains as specified above.	

If the responder does not meet the DBE goal, MnDOT OCR will conduct a Good Faith Efforts (GFE) review to determine whether the responder made adequate GFE to meet the goal based on the documentation the responder has provided by the submission due date. The standards MnDOT OCR will use to evaluate GFE are described in **Attachment 2**. Also, if MnDOT OCR determines that the responder did not make adequate GFE to meet the goal, the responder will be deemed non-responsible. The responder may request an administrative reconsideration of that determination. The process for administrative reconsideration is described in **Attachment 3**.

After Contract Award

DBE Commitments, Termination, and Replacement

The DBE Description of Work and Field Monitoring Report (Exhibit A) commits the responder to using the specified DBEs to perform work or supply materials. This commitment is binding on the responder unless the responder requests and is granted written approval from MnDOT OCR. If the responder fails to use a specified DBE for the amount of compensation the responder has specified in the Exhibit A form, without requesting and receiving written approval from MnDOT OCR, the responder has materially breached this contract and may not be entitled to payment for the work or materials that were committed to be performed by the DBE.

MnDOT OCR will not approve the responder's request to terminate a DBE unless the responder (1) gives written notice to the DBE, with a copy to MnDOT OCR, of the responder's intent to request to terminate the DBE's subcontract, (2) allow at least five business days for the DBE to advise the responder and MnDOT OCR of the reasons, if any, it objects to the proposed request to terminate, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4**, and (4) either replace the DBE with another DBE for at least as much compensation as the initially specified DBE or make GFE to do so. MnDOT OCR will use the GFE standards described in **Attachment 2** to determine whether the responder made GFE. MnDOT OCR may shorten the five-day DBE response period if there is a public necessity. The responder may request assistance from MnDOT OCR to identify available replacement DBEs.

If the responder is involved in a negotiated procurement with MnDOT, the responder must obtain written approval from MnDOT as described in this section before deleting or substituting a DBE the responder has identified as part of a negotiation package. The responder must notify MnDOT OCR of any changes or substitutions to DBE participation, including changes occurring during the negotiation phase of the contract.

Continuing Good Faith Efforts

After contract award, the Contractor has a continuing obligation to make adequate good faith efforts to meet the DBE goal for the duration of the contract. Good faith efforts are explained in **Attachment 2**. To receive credit for DBE participation added after award, the responder must report the participation to MnDOT OCR and submit a DBE Description of Work and Field Monitoring Report (Exhibit A).

Prompt Payment to Subcontractors

The responder must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed "Satisfactorily completed" means all tasks identified in the subcontract have been accomplished and documented as required by MnDOT. If MnDOT has incrementally accepted a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The responder must report payment information as specified in **Table C**. **If the responder fails to comply with prompt payment requirements, including reporting requirements, the responder has materially breached this contract.**

Furthermore, verification of the responder’s final payment to each subcontractor is a condition of final clearance from MnDOT OCR and final payment from MnDOT.

Table C – Required Payment Submissions	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input checked="" type="checkbox"/> Construction Contract administered by local gov’t unit <input type="checkbox"/> PT contract administered by MnDOT
<p>Within 10 business days of the responder’s receipt of MnDOT payment:</p> <ul style="list-style-type: none"> the responder must submit information about individual payments to subcontractors via CRL. <p>When final payment has been made to subcontractors:</p> <ul style="list-style-type: none"> the responder must submit information about the responder’s final payment to each subcontractor via CRL. the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</p>	<p>Within 10 business days of the responder’s receipt of MnDOT or Local Government Unit payment:</p> <ul style="list-style-type: none"> the responder must submit a Contractor Payment Form to MnDOT after each payment to a subcontractor. <p>When final payment has been made to all subcontractors:</p> <ul style="list-style-type: none"> the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</p>

Appendices

Explanatory Attachments

- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

Forms

- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit

Attachment 1 – Counting and Commercially Useful Function

DBE Counting – Generally

- (a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.
1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals.
- (d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- (e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting – Materials and Supplies

- (f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.
1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.
 2. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 3. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies toward DBE goals.
 4. For purposes of this section (f), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

- A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease agreement and not on an ad hoc or contract-by-contract basis.
- C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section (e).
- D. If a DBE firm is supplying bulk materials such as petroleum products, steel, cement, gravel, stone or asphalt which are delivered to the project site or a commercial establishment for processing or storage prior to reaching the project site, the firm will receive 60% credit only for the total cost of materials and associated hauling used on this contract.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer nor a regular dealer, MnDOT will count the entire amount of fees or commissions the responder pays for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided MnDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

Commercially Useful Function – Generally

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

- 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.
- 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.
- 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to DOT.

Commercially Useful Function – Trucking

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may lease trucks equipped with drivers from a non-DBE firm. In such a case, the DBE is entitled to credit for the total value of transportation services provided by the non-DBE firm not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employees. Additional participation by trucks and drivers from non-DBE firms will receive credit only for the fee or commission paid to the non-DBE firm as a result of the lease arrangement.
6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the transportation services.
7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

- (a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- (b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.** This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**
- (d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE

goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Notification of MnDOT Decision

After reviewing the responder's GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or his or her designee, will determine whether the responder met the DBE goal or made adequate GFE. MnDOT OCR will mail the Director's determination to the responder approximately 15 business days after the responder's submittals are received. If the Director determines that the responder failed to meet the DBE goal or make adequate GFE, MnDOT OCR will send the notice by certified U.S. mail.

Attachment 3 – Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

Requesting Reconsideration

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

If the responder sends the request by fax or personal delivery, MnDOT must **receive** it no later than 4:30 PM on the fifth business day after the responder receives notice of the Director's determination. If the responder sends the responder's request by U.S. mail, it must be postmarked no later than the fifth business day after the responder receives notice of the Director's determination. The responder is deemed to have notice as of the date indicated on the certified mail receipt signed by the responder or the responder's representative at the time of delivery.

The responder's written request must be submitted to the attention of:

MnDOT Deputy Commissioner at: MnDOT, 395 John Ireland Blvd., St. Paul, MN 55155; or by fax at 651-366-4795.

A copy of the same request must be sent to the Director of the MnDOT Office of Civil Rights at 395 John Ireland Blvd., St. Paul, MN 55155 or by fax at 651-366-3129.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet in person with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

Attachment 4 – Good Cause to Terminate a DBE

The responder may not, without written approval from MnDOT OCR, terminate or replace a DBE whose participation the responder represented in the original DBE commitment. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f), good cause includes the following circumstances.

- (a) The DBE subcontractor fails or refuses to execute a written contract;
- (b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;
- (f) OCR has determined that the DBE subcontractor is not a responsible contractor;
- (g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;
- (h) The DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or
- (j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 – Information about AASHTOWARE Project CRL

General Information

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: *Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects*.

Registration and Training

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

<https://www.dot.state.mn.us/const/labor/civil-rights-labor.html>

MnDOT also provides access to a CRL Interactive E-learning Tool at:

<https://www.dot.state.mn.us/onlinelearning/lcu/crl/>



Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted with a signed subcontract, purchase order, or affidavit for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____
 Prime Contractor: _____ Phone #: _____
 DBE Subcontractor: _____ Phone #: _____
 DBE Principal Name: _____ Total Subcontract \$: _____
 DBE Participation Claimed: Percent _____% Amount \$ _____

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
2. List the line items to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Scope of Work	Associated NAICS Code

3. If equipment to be used is not owned by your firm, please provide the following information:
 - a. Will you be renting or leasing any of the following: (Attach a copy of the lease or rental agreement(s).
 Equipment _____ Insurance _____ Operator _____ or Maintenance _____
 - b. Lessor's name: _____
 Amount to be paid: _____ Number of days to be used: _____
4. Will there be any other firm(s) providing work listed in your (DBE) subcontract?
 If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____
5. What is the name of the person supervising your work on this project? _____
 Is this your employee? _____
6. Is your firm purchasing materials (including Bulk Materials such as AC Oil, Cement, Gravel, etc.) to be supplied or installed on the project?
 YES _____ NO _____ (If "Yes" Complete **Section C** below)

Section (C) (DBE firms purchasing or supplying materials on the project complete this section.)

Please submit Purchase Agreement, Materials Invoice, or Purchase Order from manufacturer(s) or primary material supplier(s).

1. What material(s) are you supplying? _____
2. Total dollar amount of materials to be supplied? _____
3. Who are you purchasing the materials from? _____
4. What is the quantity of material to be purchased? _____
5. Where are the materials being delivered? (ie. project site or plant) _____
6. Is the delivery equipment owned and operated by your firm? YES _____ NO _____
 If not, who owns and operates the equipment? _____

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS AND MATERIAL HAULERS

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____)
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. How many ITOs will be used on this project? _____ (Tractors: _____ Trailers _____ Dump Trucks _____)

Name of DBE ITOs (add a list if necessary)		Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
1.			
2.			
3.			
4.			

Section (E): (All DBE subcontractors, including trucking firms, must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within 10 days of the change.

DBE Company: _____

DBE Principal: _____
Signature
Title
Date

Section (F): TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Reviewed by OCR: _____ OCR Main Phone No: 651-366-3073

Email for OCR Forms: OCRFormSubmissions.DOT@state.mn.us

Section (G): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO 1/2 COMPLETED

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
 Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
 Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
 Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
 Yes _____ No _____
5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to **Section C** above)?
 Yes ____ No ____
6. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____



Exhibit B - Office of Civil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in **Table B** of the DBE Special Provisions.

PART A – PRIME CONTRACTOR’S INFORMATION (You must complete this part.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON			TITLE	

PART B - PROJECT DESCRIPTION (You must complete this part.)			
STATE PROJECT #		CONTRACT # (If Applicable)	<input type="checkbox"/> Attach copy of MnDOT Advertisement
ANTICIPATED START DATE (Based on progress schedule)		EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL	VS	DBE COMMITMENT	(Type of GFE Information – Check one only)
%		%	<input type="checkbox"/> Pre-award <input type="checkbox"/> Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid \$ * DBE % Goal)			

PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)	
TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	\$
WORKED PERFORMED BY PRIME	\$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal \$ and DBE commitment \$)	\$



State Project Number:

Contractor:

PART D – BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).						
DBE Contractor Information						
1.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	DBE Contractor Name					Yes
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART E- BIDDERS LIST - NON-DBE QUOTES SUBMITTED (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT, you must submit information about bids/quotes you have received through the AASHTOWare Project CRL online system rather than on this form.)							
NON-DBE COMMITMENTS List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
<u>NON-DBE Contractor Information</u>			Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?		
1.	NON-DBE Contractor Name					Yes	
	Contact Name						
	Address						No
	Federal Tax #	E-mail					
	Phone	Fax:					
NON-DBE Contractor Name					Yes		
Contact Name							
Address						No	
Federal Tax #	E-mail						
Phone	Fax						
NON-DBE Contractor Name					Yes		
Contact Name							
Address						No	
Federal Tax #	E-mail						
Phone	Fax						
NON-DBE Contractor Name					Yes		
Contact Name							
Address:						No	
Federal Tax #	E-mail						
Phone	Fax						

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider	DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
	Yes	No		DATES	METHOD		
1	<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>	<input type="checkbox"/>					

Make additional copies of this page as necessary



State Project Number:

Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS (Complete this part only if DBE goal is not met. Use additional sheets if necessary.)

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to “tell the story” of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE’s that you did not accept? If so, what were your reasons?

Type Response Below:



Exhibit B – Good Faith Efforts Consolidated Form

PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the _____ of _____
(Title) (Name of Individual, Company, Partnership, or Corporation)

that has submitted a bid for State Project _____.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

Table with 3 columns: SIGNATURE (Bidder or Authorized Representative), TITLE, DATE

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires _____, 20_____

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.



**Minnesota Department of Transportation
Office of Civil Rights**

Contractor Payment Form

State Project Number: _____ **Prime Contractor:** _____ **1st Tier Sub-Contractor:** _____

Payment Reporting Period: From: _____ To: _____

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT. Some projects require that payment information be entered into AASHTOWare Project CRL. See Table C of the DBE Special Provisions for payment submission requirements.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.	<input type="checkbox"/>	1.	1.	
2.	<input type="checkbox"/>	2.	2.	
3.	<input type="checkbox"/>	3.	3.	
4.	<input type="checkbox"/>	4.	4.	
5.	<input type="checkbox"/>	5.	5.	
6.	<input type="checkbox"/>	6.	6.	
Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	
2.	2.	2.	2.	
3.	3.	3.	3.	
4.	4.	4.	4.	
5.	5.	5.	5.	
6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:			Title:	
Phone:	Fax:		Phone:	Fax:



DBE Total Payment Affidavit

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work contracted to be performed by DBEs has been satisfactorily completed. This Affidavit is required prior to MnDOT Office of Civil Rights issuing final clearance on the project. Identify each DBE firm that worked on the project and the dollar amount of the subcontract. If the dollar value of a DBE firm's total work is less than the DBE's original subcontract, please attach an explanation.

State Project Number: _____

STATE OF MINNESOTA
 COUNTY OF _____

I, _____, being first duly sworn, state as follows:
 (Full Name)

1. I am the authorized representative of _____
 (Name of Individual, Company, Partnership or Corporation)

and I have the authority to make this affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on the above project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount Paid
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____
 (Prime Contractor or Authorized Representative)

Subscribed and sworn to before me
 This _____ day of _____, 20____

 (Notary Public)
 My commission expires _____, 20____

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer, and one to:
MnDOT's Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155
 or email completed form to: ocrformsubmissions.dot@state.mn.us

No. 1516.3 – Standard Specifications for Construction
 Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), a final clearance letter will not be issued.

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STATEMENT OF ESTIMATED QUANTITIES

Table with columns: LINE NO., ITEM NO., ITEM DESCRIPTION, UNIT, ESTIMATED QUANTITY (AIP ELIGIBLE FUNDING, AIP INELIGIBLE FUNDING, TOTAL), FINAL QUANTITY (AIP ELIGIBLE FUNDING, AIP INELIGIBLE FUNDING, TOTAL). Includes SCHEDULE A - TAXIWAY A RECONSTRUCTION, PHASE 3 (BASE BID) items 1-45.

STATEMENT OF ESTIMATED QUANTITIES

Table with columns: LINE NO., ITEM NO., ITEM DESCRIPTION, UNIT, ESTIMATED QUANTITY (AIP ELIGIBLE FUNDING, AIP INELIGIBLE FUNDING, TOTAL). Includes items 46-79.

SEQ NOTES - SCHEDULE A

GENERAL: TEMPORARY SANITARY FACILITIES, WATER FOR DUST CONTROL, AND TEMPORARY WATER SUPPLY FOR CONSTRUCTION OPERATIONS ARE CONSIDERED INCIDENTAL TO OTHER ITEMS OF PROJECT WORK. GENERAL: ANY FAA, AIRPORT, PRIVATE UTILITY, OR 148TH FW CABLES THAT ARE SCHEDULED TO REMAIN SHALL BE LOCATED VIA HYDRO-EXCAVATION PRIOR TO EXCAVATING OPERATIONS. ITEM 2: RESTORATION INCLUDES GRADING, TURF ESTABLISHMENT, AND ANY OTHER MEASURES REQUIRED TO RETURN THE AREA TO PRE-CONSTRUCTION CONDITIONS OR BETTER, AS APPROVED BY ENGINEER. ITEM 5: INCLUDES ALL TRAFFIC CONTROL SIGNAGE, BARRICADES, TEMPORARY FENCING, TRAFFIC CONTROL DEVICES, AND ALL ITEMS PERTAINING TO SECURITY, AND PHASING. ITEM 16: MOBILIZATION SHALL BE LIMITED TO 10-PERCENT OF THE TOTAL PROJECT COST. FURNISHING, INSTALLING, AND REMOVAL OF ELECTRICAL JUMPERS REQUIRED FOR TEMPORARY ELECTRICAL CONSTRUCTION IS CONSIDERED INCIDENTAL TO THE WORK OF MOBILIZATION. ITEM 17-22: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS. ITEM 23-24: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS. ALL ITEMS REQUIRED FOR DRAIN TILE (TRENCHING, FILTER MATERIAL, FABRIC, CONNECTIONS, BACKFILLING, AND ASSOCIATED COMPACTION) ARE INCIDENTAL TO ITEM. ITEM 25-28: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS. ITEM 29: WORK INCLUDES ADJUSTMENT OF EXISTING STORM STRUCTURE TO FINISHED GRADE, INCLUDING ANY REQUIRED MODIFICATIONS TO EXISTING STRUCTURE AND INSTALLATION OF NEW CASTING. ITEM 48: WORK INCLUDES REMOVAL OF BITUMINOUS PAVEMENT AND ANY UNDERLYING CONCRETE PAVEMENT LAYERS, REGARDLESS OF ACTUAL PAVEMENT THICKNESS ENCOUNTERED. APPENDIX A GEOTECHNICAL REPORT REFLECTS EXISTING COMPOSITE PAVEMENT SECTIONS WERE OBSERVED IN SOIL BORINGS AND PAVEMENT CORES FOR PAVEMENTS SOUTH OF TAXIWAY A. ITEM 52: REQUIRED PIPE/STRUCTURE BULKHEADS ARE INCIDENTAL TO PIPE REMOVAL. ITEM 56-57: SEE SHEET C5.17 FOR ADDITIONAL INFORMATION. ITEM 59: SEE EARTHWORK SUMMARY ON SHEET G6.00. ITEM INCLUDES MATERIAL EXCAVATED BELOW THE TYPICAL SECTION, AS DIRECTED BY ENGINEER. EXCAVATED MATERIAL TO BECOME PROPERTY OF CONTRACTOR, REPLACEMENT OF EXCAVATED MATERIAL WITH SUITABLE GRANULAR MATERIAL WILL BE INCIDENTAL TO THE UNCLASSIFIED OVER EXCAVATION. ITEM 60: SEE EARTHWORK SUMMARY ON SHEET G6.00. ITEM 62: SEE EARTHWORK SUMMARY ON SHEET G6.00. ITEM 78: ALL ON-SITE STRIPPING, SALVAGING, STOCKPILING, REPLACING AND SPREADING QUANTITY WILL BE PAID FOR UNDER COMMON EXCAVATION PRIOR TO THE PLACEMENT OF TOPSOIL BORROW (OBTAINED OFF-SITE) BY CONTRACTOR.

Vertical sidebar containing logos for SEH and DULUTH INTERNATIONAL AIRPORT, project title 'TAXIWAY A RECONSTRUCTION - PHASE 3', sheet title 'STATEMENT OF ESTIMATED QUANTITIES - SCHEDULE A', sheet number 'G5.03', and page number 'Page 23 of 208'. Includes a signature block for James R. Nelson, dated June 13, 2023.

STATEMENT OF ESTIMATED QUANTITIES

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY			FINAL QUANTITY				
				AIP ELIGIBLE FUNDING	AIP INELIGIBLE FUNDING		TOTAL	AIP ELIGIBLE FUNDING	AIP INELIGIBLE FUNDING		TOTAL
					ANG	DAA			ANG	DAA	
SCHEDULE B - TAXIWAY A RECONSTRUCTION, PHASE 3 (BID ALTERNATE)											
80	40-05	MAINTENANCE & RESTORATION OF HAUL ROADS	LS	1	0	0	1				
81	50-06	CONSTRUCTION LAYOUT & STAKING	LS	1	0	0	1				
82	60-05	FIELD OFFICE	LS	1	0	0	1				
83	70-08	TRAFFIC PROVISIONS/AIRPORT SECURITY & DEVICES/PHASING	LS	1	0	0	1				
84	70-10	ORANGE CONSTRUCTION FENCE	LF	3550	0	0	3550				
85	02 41 35	REMOVE PAVEMENT MARKING BY WATER BLASTING	SF	860	0	0	860				
86	02 41 35	REMOVE PAVEMENT MARKING, GROUND OFF	SF	0	0	0	0				
87	32 12 16	PLANT-MIXED ASPHALT PAVEMENT	TON	0	0	0	0				
88	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	0	0	1				
89	C-102	ROCK CONSTRUCTION ENTRANCE (INCLUDES MAINTENANCE AND REMOVAL)	EA	1	0	0	1				
90	C-102	SILT FENCE, TYPE PREASSEMBLED (INCLUDES MAINTENANCE AND REMOVAL)	LF	1650	0	0	1650				
91	C-102	FILTER LOG, TYPE WOOD FIBER BIOROLL (INCLUDES MAINTENANCE AND REMOVAL)	LF	500	0	0	500				
92	C-102	EROSION CONTROL BLANKET, CATEGORY 3N (WOOD FIBER HV) (INCLUDES MAINTENANCE)	SY	100	0	0	100				
93	C-102	INLET PROTECTION, TYPE B (INCLUDES MAINTENANCE AND REMOVAL)	EA	33	0	0	33				
94	C-105	MOBILIZATION	LS	1	0	0	1				
95	D-701	REINFORCED CONCRETE PIPE (RCP), 18" CLASS III	LF	760	0	0	760				
96	D-701	REINFORCED CONCRETE PIPE (RCP), 18" CLASS III FES W/ TRASH GUARD	EA	2	0	0	2				
97	D-701	REINFORCED CONCRETE PIPE (RCP), 24" CLASS III	LF	248	0	0	248				
98	D-701	REINFORCED CONCRETE PIPE (RCP), 30" CLASS III	LF	408	0	0	408				
99	D-705	DRAIN TILE (6" PERFORATED, INCLUDING TRENCH, BACKFILL, FABRIC)	LF	2100	0	0	2100				
100	D-705	DRAIN TILE (6" SOLID, INCLUDING TRENCH, BACKFILL, FABRIC)	LF	200	0	0	200				
101	D-751	DRAIN TILE ACCESS/INSPECTION PIT	EA	12	0	0	12				
102	D-751	MANHOLE / CATCH BASIN 48" DIA.	EA	8	0	0	8				
103	D-751	MANHOLE / CATCH BASIN 60" DIA.	EA	1	0	0	1				
104	D-751	MANHOLE / CATCH BASIN 72" DIA.	EA	5	0	0	5				
105	D-751	ADJUST MANHOLE / CATCH BASIN CASTING	EA	1	0	0	1				
106	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	3200	0	0	3200				
107	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS, GROUND RODS AND GROUND CONNECTORS	LF	2850	0	0	2850				
108	L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH, PVC SCHEDULE 40	LF	2475	0	0	2475				
109	L-110-5.2	CONCRETE ENCASED ELECTRICAL CONDUIT, 2-WAY 2-INCH, PVC SCHEDULE 40	LF	375	0	0	375				
110	L-115-5.2	L-867B BASE CAN WITH BLANK COVER USED AS A SPLICE CAN	EA	5	0	0	5				
111	L-125-5.1	REMOVAL OF EXISTING TAXIWAY EDGE LIGHT FIXTURES AND SIGNS, INCLUDING BASE CAN, ISOLATION TRANSFORMER, SIGN FOUNDATION, CONDUIT, DUCTBANK, AND WIRE	LS	1	0	0	1				
112	L-125-5.2	L-861(L) MEDIUM INTENSITY TAXIWAY EDGE LIGHT (WITHOUT ARCTIC KIT), BLUE LENS INSTALLED ON NEW L-867-B GALVANIZED BASE CAN (INCLUDES FIXTURE, TRANSFORMER, AND BASE CAN)	EA	39	0	0	39				
113	L-125-5.3	L-858(L) GUIDANCE SIGN, SIZE 2, INCLUDING FOUNDATION, ISOLATION TRANSFORMER, WIRE, BASE CAN, AND CONDUIT	EA	6	0	0	6				
114	P-101	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	970	0	0	970				
115	P-101	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SY	13300	0	0	13300				
116	P-101	MILL BITUMINOUS PAVEMENT (DEPTH VARIES)	SY	170	0	0	170				
117	P-101	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	550	0	0	550				
118	P-101	REMOVE CONCRETE PAVEMENT (FULL DEPTH)	SY	860	0	0	860				
119	P-101	REMOVE STORM PIPE	LF	2170	0	0	2170				
120	P-101	REMOVE STORM STRUCTURE	EA	17	0	0	17				
121	P-101	REMOVE DRAIN TILE CLEANOUT	EA	1	0	0	1				
122	P-101	REMOVE DRAIN TILE	LF	160	0	0	160				
123	P-152	COMMON EXCAVATION (EV)	CY	19500	0	1300	20800				
124	P-152	UNCLASSIFIED OVER EXCAVATION (EV) (INCLUDES REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL WITH SUITABLE MATERIAL (P-154) AS DIRECTED BY ENGINEER, AND ALSO INCLUDES SUBGRADE PROOF ROLLING)	CY	500	0	0	500				
125	P-152	MUCK EXCAVATION (EV)	CY	150	0	0	150				
126	P-152	SUBGRADE PREPARATION (INCLUDES SUBGRADE PROOF ROLLING)	SY	12460	0	1240	13700				
127	P-152	ROCK EXCAVATION	CY	50	0	0	50				

STATEMENT OF ESTIMATED QUANTITIES

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY			FINAL QUANTITY				
				AIP ELIGIBLE FUNDING	AIP INELIGIBLE FUNDING		TOTAL	AIP ELIGIBLE FUNDING	AIP INELIGIBLE FUNDING		TOTAL
					ANG	DAA			ANG	DAA	
128	P-154	GRANULAR BORROW (CV)	CY	6070	0	720	6790				
129	P-154	GEOTEXTILE FABRIC, TYPE 7	SY	10280	0	1240	11520				
130	P-209	CRUSHED AGGREGATE BASE COURSE (CV)	CY	3210	0	420	3630				
131	P-401	BITUMINOUS SURFACE COURSE	TON	710	0	150	860				
132	P-401	BITUMINOUS BASE COURSE	TON	1420	0	290	1710				
133	P-403	BITUMINOUS SURFACE COURSE	TON	620	0	0	620				
134	P-403	BITUMINOUS BASE COURSE	TON	620	0	0	620				
135	P-603	BITUMINOUS TACK COAT	GAL	890	0	130	1020				
136	P-605	JOINT SEALING FILLER	LF	260	0	0	260				
137	P-620	RUNWAY & TAXIWAY PAVEMENT MARKING	SF	11605	0	0	11605				
138	P-620	TEMPORARY PAVEMENT MARKING (INCL. REFLECTIVE BEADS)	SF	308	0	0	308				
139	P-620	REFLECTIVE MEDIA	LB	710	0	0	710				
140	T-901	SEEDING (INCLUDING FERTILIZER)	ACRE	7.50	0.00	0.00	7.50				
141	T-905	SELECT TOPSOIL BORROW (IMPORT) (CV)	CY	200	0	0	200				
142	T-908	HYDROMULCHING	ACRE	7.50	0.00	0.00	7.50				

SEQ NOTES - SCHEDULE B

- GENERAL: TEMPORARY SANITARY FACILITIES, WATER FOR DUST CONTROL, AND TEMPORARY WATER SUPPLY FOR CONSTRUCTION OPERATIONS ARE CONSIDERED INCIDENTAL TO OTHER ITEMS OF PROJECT WORK.
- GENERAL: ANY FAA, AIRPORT, PRIVATE UTILITY, OR 148TH FW CABLES THAT ARE SCHEDULED TO REMAIN SHALL BE LOCATED VIA HYDRO-EXCAVATION PRIOR TO EXCAVATING OPERATIONS. ALL UTILITIES REQUESTED TO BE LOCATED BY FAA SHALL BE HYDRO-EXCAVATED. ANTICIPATE 8-HOURS OF HYDROEXCAVATION EFFORT, INCIDENTAL TO THE EXCAVATION AND LOCATING WORK.
- ITEM 80: RESTORATION INCLUDES GRADING, TURF ESTABLISHMENT, AND ANY OTHER MEASURES REQUIRED TO RETURN THE AREA TO PRE-CONSTRUCTION CONDITIONS OR BETTER, AS APPROVED BY ENGINEER.
- ITEM 83: INCLUDES ALL TRAFFIC CONTROL SIGNAGE, BARRICADES, TEMPORARY FENCING, TRAFFIC CONTROL DEVICES, AND ALL ITEMS PERTAINING TO SECURITY, AND PHASING.
- ITEM 94: MOBILIZATION SHALL BE LIMITED TO 10-PERCENT OF THE TOTAL PROJECT COST. FURNISHING, INSTALLING, AND REMOVAL OF ELECTRICAL JUMPERS REQUIRED FOR TEMPORARY ELECTRICAL CONSTRUCTION IS CONSIDERED INCIDENTAL TO THE WORK OF MOBILIZATION.
- ITEM 95-98: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS.
- ITEM 99-100: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS. ALL ITEMS REQUIRED FOR DRAIN TILE (TRENCHING, FILTER MATERIAL, FABRIC, CONNECTIONS, BACKFILLING, AND ASSOCIATED COMPACTION) ARE INCIDENTAL TO ITEM.
- ITEM 101-104: CONNECTIONS TO EXISTING STORM DRAIN PIPE, STRUCTURE, DRAIN TILE, INSPECTION PIT, AND CLEANOUT ARE ALL INCIDENTAL TO THESE PAY ITEMS.
- ITEM 105: WORK INCLUDES ADJUSTMENT OF EXISTING STORM STRUCTURE TO FINISHED GRADE, INCLUDING ANY REQUIRED MODIFICATIONS TO EXISTING STRUCTURE AND INSTALLATION OF NEW CASTING.
- ITEM 115: WORK INCLUDES REMOVAL OF BITUMINOUS PAVEMENT AND ANY UNDERLYING CONCRETE PAVEMENT LAYERS, REGARDLESS OF ACTUAL PAVEMENT THICKNESS ENCOUNTERED. APPENDIX A GEOTECHNICAL REPORT REFLECTS EXISTING COMPOSITE PAVEMENT SECTIONS WERE OBSERVED IN SOIL BORINGS AND PAVEMENT CORES FOR PAVEMENTS SOUTH OF TAXIWAY A.
- ITEM 119: REQUIRED PIPE/STRUCTURE BULKHEADS ARE INCIDENTAL TO PIPE REMOVAL.
- ITEM 123: SEE EARTHWORK SUMMARY ON SHEET G6.01.
- ITEM 124: SEE EARTHWORK SUMMARY ON SHEET G6.01. ITEM INCLUDES MATERIAL EXCAVATED BELOW THE TYPICAL SECTION, AS DIRECTED BY ENGINEER. EXCAVATED MATERIAL TO BECOME PROPERTY OF CONTRACTOR, REPLACEMENT OF EXCAVATED MATERIAL WITH SUITABLE GRANULAR MATERIAL WILL BE INCIDENTAL TO THE UNCLASSIFIED OVER EXCAVATION.
- ITEM 125: SEE EARTHWORK SUMMARY ON SHEET G6.01.
- ITEM 127: SEE EARTHWORK SUMMARY ON SHEET G6.01.
- ITEM 141: ALL ON-SITE STRIPPING, SALVAGING, STOCKPILING, REPLACING AND SPREADING QUANTITY WILL BE PAID FOR UNDER COMMON EXCAVATION PRIOR TO THE PLACEMENT OF TOPSOIL BORROW (OBTAINED OFF-SITE) BY CONTRACTOR.

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR CONTRACT DOCUMENTS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

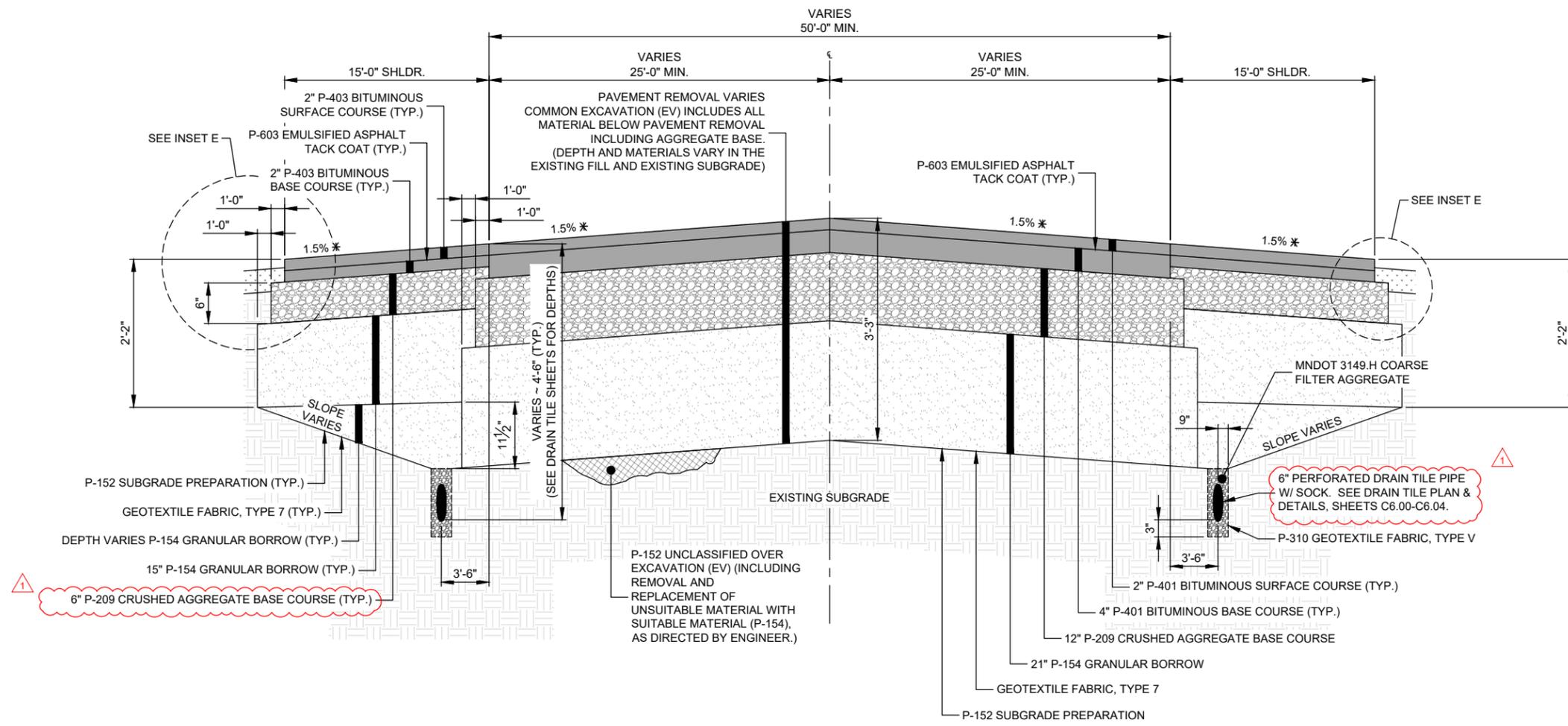
James R. Nelson
 JRD/RT, NEBSON, PE
 DATE: JUNE 13, 2023 LICENSE NO. 28284

DULUTH INTERNATIONAL AIRPORT (DLH)
TAXIWAY A
RECONSTRUCTION - PHASE 3
DULUTH, MINNESOTA

7-3-2023 ADDENDUM 1
DATE DESCRIPTION
MARK REVISIONS

DLH 168804
STATE PROJECT NO. A8001-205
ISSUE DATE: JUNE 13, 2023 JN AA
DESIGNED BY
DRAWN BY
Sheet Elicit Hendrickson, Inc. © (SEH)
© 2023 Sheet Elicit Hendrickson, Inc.

SHEET TITLE
STATEMENT OF
ESTIMATED
QUANTITIES -
SCHEDULE B



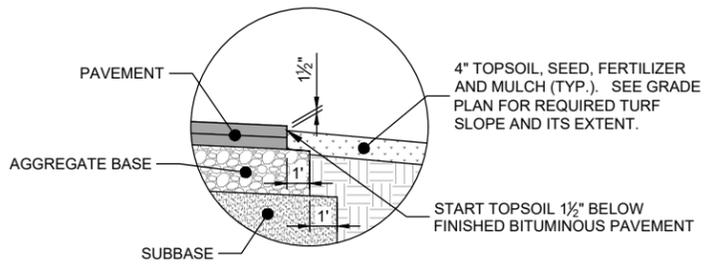
* = SEE PLAN AND PROFILE SHEETS FOR CROSS SLOPE TRANSITION LOCATIONS.

TAXIWAY C3 AND TAXIWAY C4 TYPICAL SECTION

WITH SHOULDERS
 VERTICAL SCALE: 1"=1'
 HORIZONTAL SCALE: 1"=5'

TYPICAL SECTION NOTES:

1. TYPICAL SECTIONS DRAWN TO SCALE EXCEPT WHERE THERE ARE DIMENSION BREAKS.
2. UNCLASSIFIED OVER EXCAVATION AS DIRECTED BY ENGINEER.
3. "UNCLASSIFIED OVER EXCAVATION (EV)" INCLUDES MATERIAL EXCAVATED BELOW THE TYPICAL SECTION, AS DIRECTED BY ENGINEER. EXCAVATED MATERIAL TO BECOME PROPERTY OF CONTRACTOR. REPLACEMENT OF EXCAVATED MATERIAL WITH SUITABLE GRANULAR MATERIAL WILL BE INCIDENTAL TO THE SUBGRADE EXCAVATION.
4. CONTRACTOR CAN SUBSTITUTE P-219 SPECIFICATION FOR P-209 WITH NO ADDITIONAL PRICE ADJUSTMENT.
5. ALL SUBSURFACE UTILITIES NOT DESIGNATED FOR REMOVAL TO BE PROTECTED BY CONTRACTOR. ANY DAMAGED UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
6. WHEN EXCAVATING AT THE EDGE OF EXISTING PAVEMENTS, CARE SHOULD BE TAKEN TO NOT UNDERMINE THE EXISTING PAVEMENTS. DAMAGED PAVEMENTS SHALL BE REMOVED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR.
7. SEE GEOTECHNICAL EVALUATION REPORT IN APPENDIX FOR INDICATION OF EXISTING PAVEMENT SECTION TO BE REMOVED.
8. ALL ITEMS REQUIRED FOR DRAIN TILE (EXCAVATION, TRENCH, FILTER MATERIAL, FABRIC, CONNECTIONS, BACKFILLING, AND ASSOCIATED COMPACTION) ARE INCIDENTAL TO 6" PERFORATED PIPE INSTALLATION.
9. PIPE PERFORATIONS TO BE ORIENTED DOWNWARDS, WITH A MAXIMUM OF 3" OF COURSE FILTER AGGREGATE BENEATH THE PIPE.
10. DRAIN TILE TRENCH TO BE EXCAVATED INTO COMPACTED SUBGRADE. GEOTEXTILE FABRIC TO BE PLACED ALONG SUBGRADE INTERFACE AND AROUND TRENCH, COMPLETELY ENCLOSING THE PIPE, WITH SUFFICIENT OVERLAP TO PREVENT SUBBASE CONTAMINATION OF THE FILTER AGGREGATE.
11. SEE DRAIN TILE PLAN FOR EXACT DEPTHS AND GRADES OF THE PERFORATED UNDERDRAIN PIPES.
12. SEE CROSS SECTION SHEETS FOR EXACT CROSS SECTION GRADES AT A GIVEN STATION.



INSET E
 PAVEMENT EDGE DETAIL
 NTS

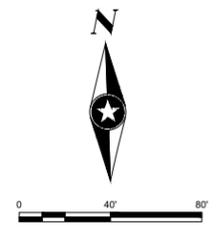
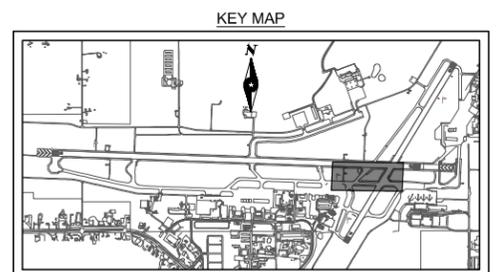
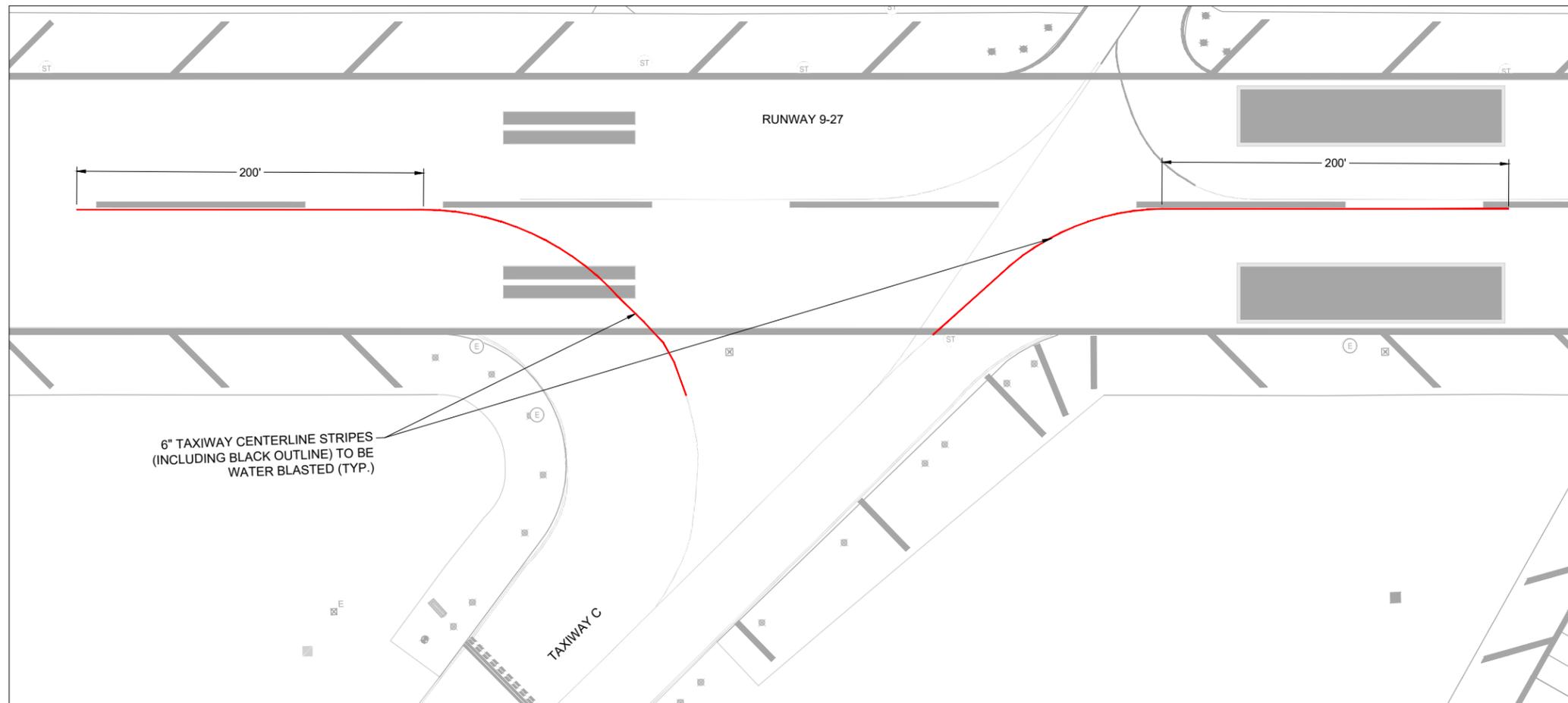
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MARK	DATE	DESCRIPTION	REVISIONS
A	7-3-2023	ADDENDUM 1	

SEH FILE NO.	DULAL 168804
STATE PROJECT NO.	A6901-205
ISSUE DATE	JUNE 13, 2023
DESIGNED BY	JRN
DRAWN BY	SWB
Short Elett Hendrickson, Inc. © (SEH) © 2023 Short Elett Hendrickson, Inc.	

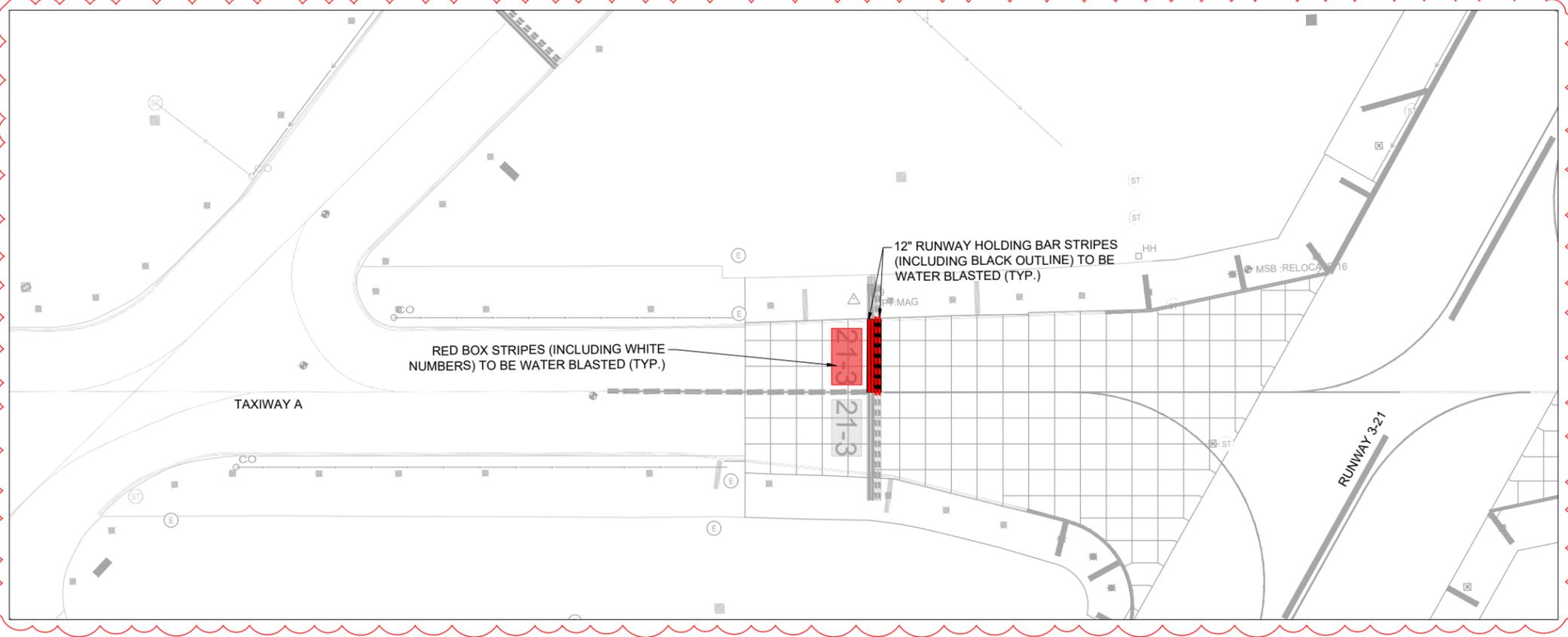
SHEET TITLE
 TYPICAL SECTION -
 TAXIWAYS C3 AND
 C4 (BASE & ALT BID)

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LEGEND

— EXISTING PAVEMENT MARKINGS TO BE REMOVED



PAVEMENT MARKING DEMOLITION NOTES:

1. ALL TAXIWAY AND APRON MARKINGS TO BE REMOVED AT THE BEGINNING OF PHASE 3A UNLESS OTHERWISE NOTED (FOR MORE DETAIL SEE PHASING SHEETS).
2. PAVEMENT MARKINGS ON CONCRETE TO BE REMOVED BY WATER BLASTING. PAVEMENT MARKINGS ON BITUMINOUS TO BE GROUND OFF.

PAVEMENT MARKING DEMOLITION PLAN - PHASE 3

3035 MADAME CENTER DR
 FARGO, ND 58103
 PHONE: 701/885-2100
 FAX: 701/885-2100
 WWW.SEHINC.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR CONTRACT DOCUMENTS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

James R. Nelson
 James R. Nelson, P.E.
 DATE: JUNE 13, 2023 LICENSE NO. 202PM

DULUTH INTERNATIONAL AIRPORT (DLH)
 TAXIWAY A
 RECONSTRUCTION - PHASE 3
 DULUTH, MINNESOTA

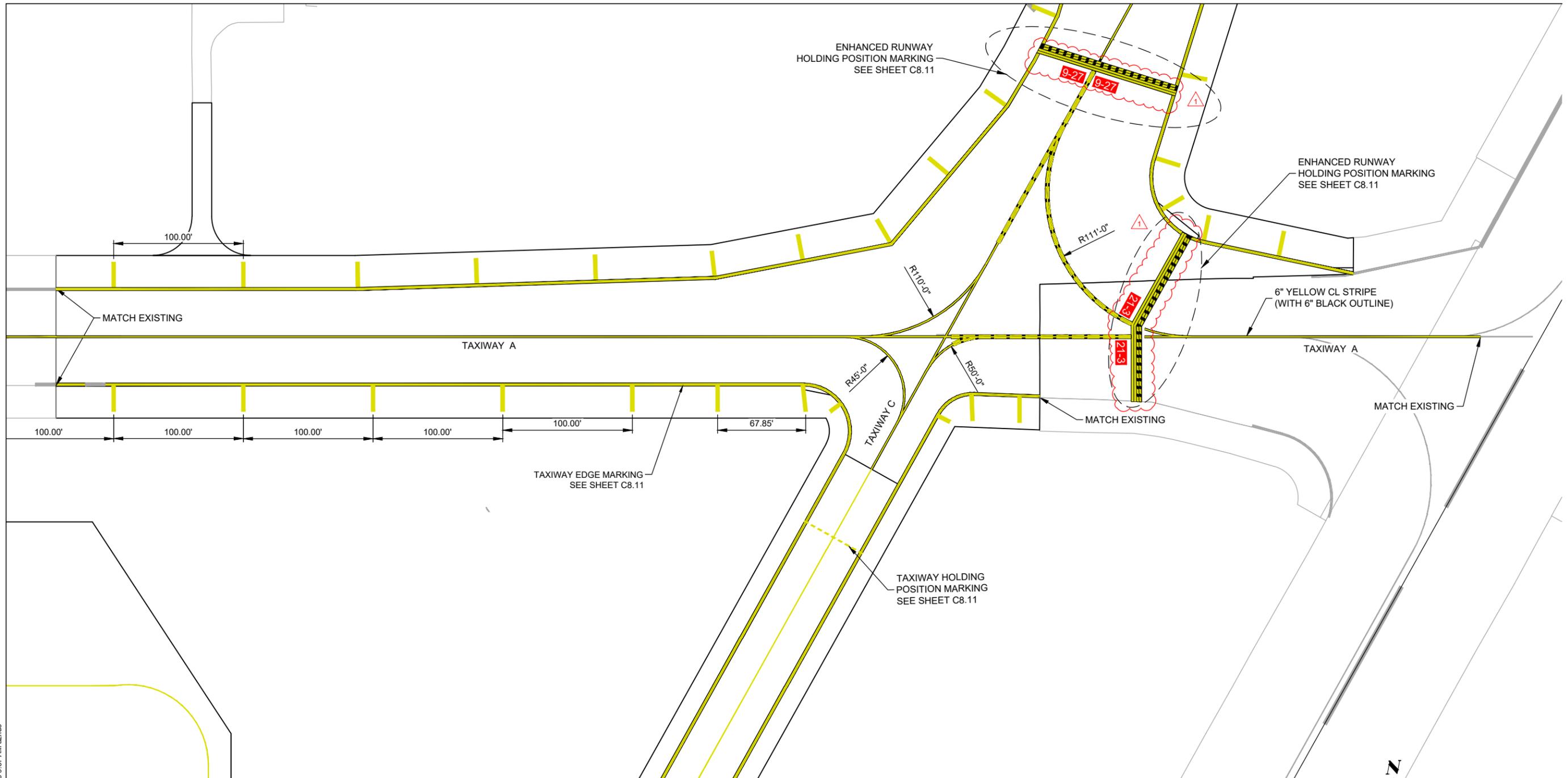
MARK	DATE	DESCRIPTION	REVISIONS
A	7-3-2023	ADDENDUM 1	

DULH1_168804
 STATE PROJECT NO. A6901-205
 ISSUE DATE: JUNE 13, 2023
 DESIGNED BY: JRN
 DRAWN BY: JLZ
 © 2023 Short Elliott Hendrickson, Inc. (SEH)

SHEET TITLE
 PAVEMENT MARKING
 DEMOLITION

SHEET
 C8.01

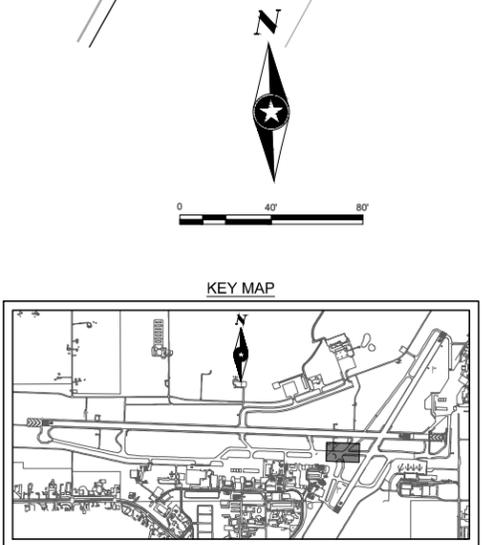
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PAVEMENT MARKING PLAN - TAXIWAY A

PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS ON CONCRETE SHALL BE OUTLINED WITH A PERIMETER OF 6" BLACK PAINT.
2. PAVEMENT MARKINGS SHALL BE INSTALLED PER THE REQUIREMENTS OF SPECIFICATION P-620.
3. THE ADDITION OF GLASS BEADS PER SPECIFICATION P-620 SHALL BE INCIDENTAL TO THE INSTALLATION OF PAVEMENT MARKINGS.
4. ALL PAVEMENT MARKINGS INSTALLED IN NEW BITUMINOUS AREAS SHALL RECEIVE A SECOND COAT OF PAINT (AS NEEDED, PER ENGINEER) QUANTITY SHALL BE PAID WITH RELEVANT TEMPORARY AND PERMANENT PAVEMENT MARKING LINE ITEMS.
5. ALL PAVEMENT MARKINGS INSTALLED ON NEW CONCRETE PAVEMENTS SHALL REPAINTED AFTER THE CURE CAN BE REMOVED PER SPECIFICATION P-620. REMOVAL OF CURING COMPOUND SHALL BE VIA WATERBLAST AND INCIDENTAL TO SURFACE PREPARATION. THE FIRST COAT SHALL BE TEMPORARY MARKINGS WITHOUT GLASS BEADS.
6. PAVEMENT MARKINGS SHALL BE STAKED OUT BY A LICENSED SURVEYOR.
7. TAXIWAY SHOULDER MARKINGS SHALL BE PLACED AT EACH CHANGE OF DIRECTION, EVENLY SPACED ALONG STRAIGHT SEGMENTS NOT TO EXCEED 100', AND EVENLY SPACED AROUND RADII NOT TO EXCEED 50'.
8. CONTRACTOR SHALL PROVIDE **TWO APPLICATIONS** OF PAINT. THE SECOND SHALL BE 30 DAYS AFTER CONCRETE PLACEMENT.



3035 MADAWASK CENTER DR
 WILKINSON, MN 55070
 PHONE: 612-807-2100
 FAX: 612-807-2100
 WWW: 612-807-2100
 www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR CONTRACT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

James R. Nelson
 James R. Nelson, P.E.
 JRN/STP
 DATE: JUNE 13, 2023 LICENSE NO. 287PM

DULUTH INTERNATIONAL AIRPORT (DLH)
 TAXIWAY A
 RECONSTRUCTION - PHASE 3
 DULUTH, MINNESOTA

MARK	DATE	DESCRIPTION
A	7-3-2023	ADDENDUM 1

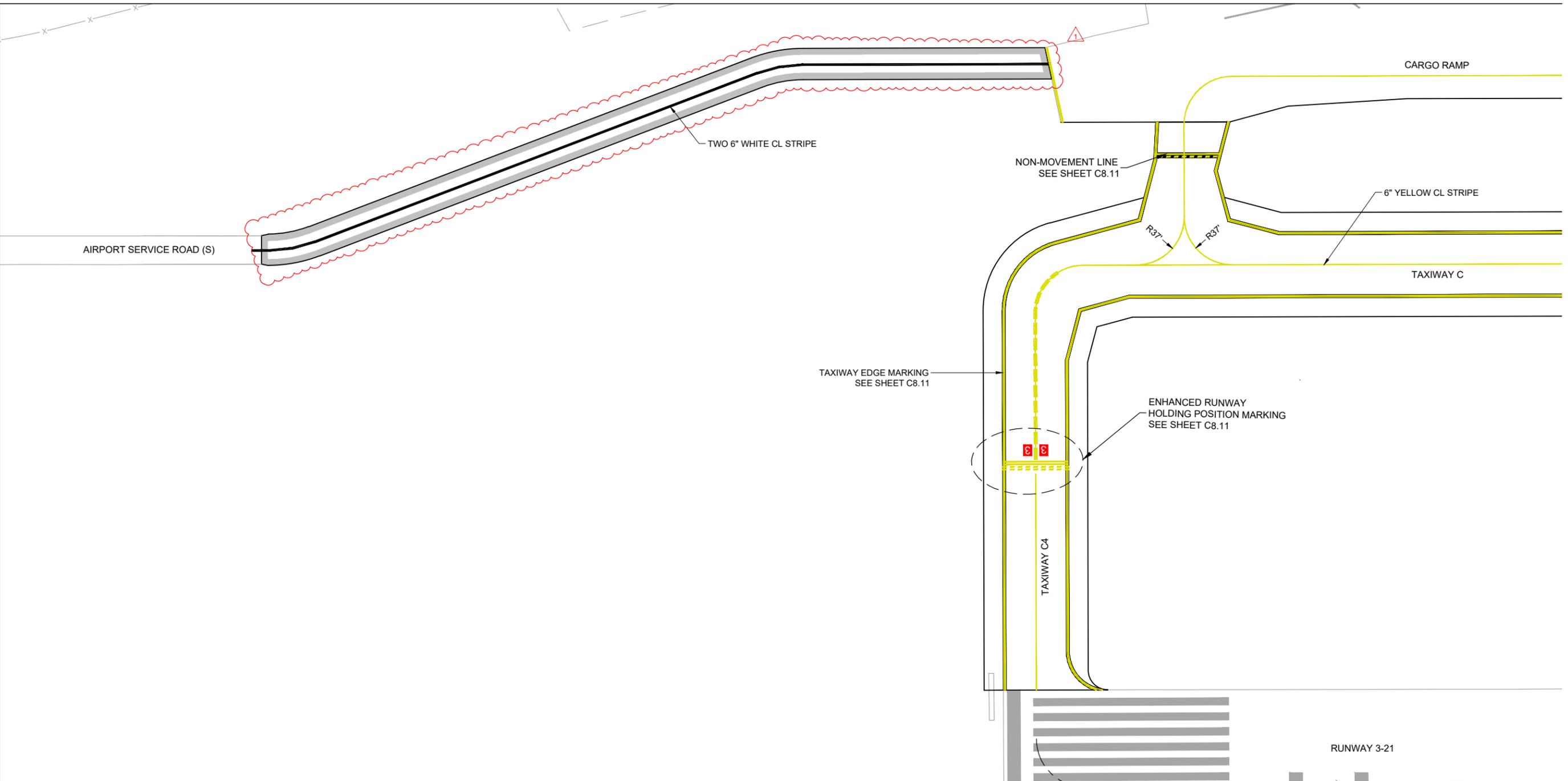
DULAL168804	A6901205	JN	LZ
STATE PROJECT NO.	ISSUE DATE	DESIGNED BY	DRAWN BY
JUNE 13, 2023			

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SHEET TITLE
 PAVEMENT MARKING
 PLAN - TAXIWAY A

SHEET
 C8.06

X:\AED\DLA11688045-final-dsgn\51-drawings\65-Aviation\Plans\DLH-168804_Plan.dwg 7/2/2023 9:40 PM azhuo

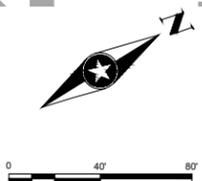


PAVEMENT MARKING PLAN - TAXIWAY C4 & CARGO RAMP (S)

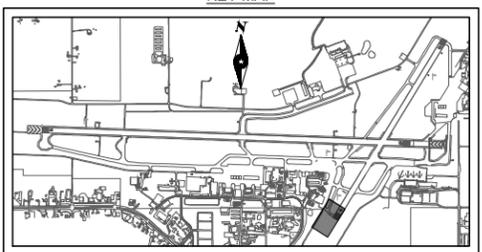
PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS ON CONCRETE SHALL BE OUTLINED WITH A PERIMETER OF 6" BLACK PAINT.
2. PAVEMENT MARKINGS SHALL BE INSTALLED PER THE REQUIREMENTS OF SPECIFICATION P-620.
3. THE ADDITION OF GLASS BEADS PER SPECIFICATION P-620 SHALL BE INCIDENTAL TO THE INSTALLATION OF PAVEMENT MARKINGS.
4. ALL PAVEMENT MARKINGS INSTALLED IN NEW BITUMINOUS AREAS SHALL RECEIVE A SECOND COAT OF PAINT (AS NEEDED, PER ENGINEER) QUANTITY SHALL BE PAID WITH RELEVANT TEMPORARY AND PERMANENT PAVEMENT MARKING LINE ITEMS.
5. ALL PAVEMENT MARKINGS INSTALLED ON NEW CONCRETE PAVEMENTS SHALL REPAINTED AFTER THE CURE CAN BE REMOVED PER SPECIFICATION P-620. REMOVAL OF CURING COMPOUND SHALL BE VIA WATERBLAST AND INCIDENTAL TO SURFACE PREPARATION. THE FIRST COAT SHALL BE TEMPORARY MARKINGS WITHOUT GLASS BEADS.
6. PAVEMENT MARKINGS SHALL BE STAKED OUT BY A LICENSED SURVEYOR.
7. TAXIWAY SHOULDER MARKINGS SHALL BE PLACED AT EACH CHANGE OF DIRECTION, EVENLY SPACED ALONG STRAIGHT SEGMENTS NOT TO EXCEED 100', AND EVENLY SPACED AROUND RADII NOT TO EXCEED 50'.
8. CONTRACTOR SHALL PROVIDE **TWO APPLICATIONS** OF PAINT. THE SECOND SHALL BE 30 DAYS AFTER CONCRETE PLACEMENT.

RUNWAY 3-21



KEY MAP



3035 MADISON CENTER DR
 WILSON, WI 53091
 PHONE: 608/837-2000
 FAX: 608/837-2100
 WWW: www.sehinc.com



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR CONTRACT DOCUMENTS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

James R. Nelson
 James R. Nelson, P.E.
 DATE: JUNE 13, 2023 LICENSE NO: 287PM

DULUTH INTERNATIONAL AIRPORT (DLH)
 TAXIWAY A
 RECONSTRUCTION - PHASE 3
 DULUTH, MINNESOTA

MARK	DATE	DESCRIPTION
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DLA1168804
 STATE PROJECT NO. A6901-205
 ISSUE DATE: JUNE 13, 2023 JN LZ
 DESIGNED BY
 DRAWN BY
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SHEET TITLE
 PAVEMENT MARKING
 PLAN - TAXIWAY C
 (ALT BID)

SHEET
C8.09